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BEFORE THE ARIZONA CORPORATION COMMISSION

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JUL 25 2003

AZ CORP COMMISSION  
DOCUMENT CONTROL

DOCKETED BY

IN THE MATTER OF U S WEST  
 COMMUNICATIONS, INC.'S  
 COMPLIANCE WITH § 271 OF THE  
 TELECOMMUNICATIONS ACT OF 1996

Docket No. T-00000A-97-0238

AT&T'S REPLY TO COMMENTS  
 ON STAFF'S REPORT ON JULY 30 -  
 31 SUPPLEMENTAL WORKSHOP  
 (REPORT TWO)

AT&T Communications of the Mountain States, Inc. and TCG Phoenix  
 (collectively, "AT&T") hereby file their reply comments on Staff's Final Report and  
 Recommendation on July 30 – 31 Supplemental Workshop (Report Two) ("Staff  
 Report").

**I. INTRODUCTION**

AT&T finds it necessary to respond briefly to a number of issues raised by Qwest.  
 But it is an issue that is raised by Eschelon Telecom, Inc. ("Eschelon") in its comments  
 that AT&T feels compelled to weigh in on because it shows the need to be continually  
 vigilant of Qwest Corporation's ("Qwest") actions.

At the same time Qwest and Staff are attempting to complete the terms of a  
 settlement agreement of the Section 271 sub-docket, the Section 252(e) proceeding and  
 the Show Cause proceeding,<sup>1</sup> Qwest continues on its steady course to impede competition  
 through use of its monopoly power. Its disregard of prior Commission decisions, its own

<sup>1</sup> Docket No. T00000A-97-0238, Status Report (July 11, 2003).

Statement of Generally Available Terms and Conditions (“SGAT”) and the Change Management Process (“CMP”) is incredible. AT&T can only assume that Qwest believes it can get away with this type of behavior because it already has Section 271 relief in 13 states. It does not have Section 271 relief in Arizona, and the Commission should make it abundantly clear to Qwest that it cannot conduct itself in this manner.

## **II. ARGUMENTS**

### **A. Conditioning Charges**

During the Section 271 proceeding, the issue of conditioning charges was a contested issue. In Decision No. 64836, the Commission concluded: “FCC rulings permit Qwest to recover the conditioning costs of loops less than 18,000 feet. We defer determination on the amount of conditioning charges to the Wholesale Cost Docket.” Decision No. 64836, ¶ 67 (May 31, 2002).

In the Wholesale Cost Docket, the Commission adopted Staff’s proposed rates of \$40 per loop to remove load coils or bridge taps under 18,000 feet, \$70 per location for aerial or buried loops over 18,000 feet and \$400 per location for underground loops over 18,000 feet. For loops over 18,000 feet, there is an additional charge of \$2 to remove each additional load coil or bridge tap at the same time, location and cable. Decision No. 64922, at 36-37 (June 12, 2002). Qwest filed an Exhibit A with the Commission containing these rates on August 30, 2002.

On June 28, 2002, Qwest filed its Thirteenth Revision of its Arizona SGAT. As an initial matter, the definition of unbundled loop in the SGAT includes line conditioning as a feature, function and capability of the loop. SGAT, §§ 4.108 & 9.2.1. Conditioning, therefore, is not something that Qwest has to “construct” separate from the loop. The

loop is available, and no “construction” is needed to condition the loop.<sup>2</sup> This is confirmed by other SGAT language:

9.1.2.1.2 If cable capacity is available, Qwest will complete *incremental facility work* (i.e., *conditioning*, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and remote terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises. (Emphasis added.)

The SGAT, at Section 9.2.2.3 on digital capable loops, states: “If conditioning is required on a loop that is less than 18,000 feet in length that has not been conditioned as a part of Qwest’s bulk deloading project, *then CLEC shall be charged for such conditioning as set forth in Exhibit A*, if it authorized Qwest to perform such conditioning.” (Emphasis added.) The SGAT further states:

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. *CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary.* If CLEC has not pre-approved conditioning, Qwest will obtain CLEC’s consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. *CLEC will be charged the nonrecurring conditioning charge* (i.e., cable unloading and Bridged Taps removal), *if applicable, in addition to the Unbundled Loop installation nonrecurring charge.* (Emphasis added.)

9.2.2.4.1 *Where Qwest fails to meet a Due Date for performing Loop conditioning*, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the

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<sup>2</sup> In fact, Qwest agreed to change its definition of unbundled loop to conform to the FCC’s definition, which includes line conditioning. See Rebuttal Affidavit of Jean M. Liston, Checklist Item 4 Unbundled Loops (February 19, 2001) at 5-6. *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket 96-98, Third Report and Order, FCC 99-238 (rel. Nov. 5, 1999), ¶ 167 (“UNE Remand Order”).

Unbundled Loop involved within one (1) month of such Due Date. *Where Qwest does not perform conditioning in accord with the standard applicable under this SGAT*, CLEC shall be entitled to a credit of one-half (1/2) of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this SGAT requires Qwest to deliver it to CLEC. In this case of fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such a cure, CLEC shall be entitled to the one-half (1/2) credit identified above. (Emphasis added.)

Based on the terms of the SGAT, it is clear that if a cable is available, Qwest will condition the cable to complete the work as part of the order for the unbundled loop. It is also clear that if a spare facility is available that needs conditioning, CLECs can order the facility and pre-approve conditioning on the LSR. § 9.2.2.4. If Qwest fails to meet Due Date for performing Loop conditioning, credits may be applicable. The standard interval for 1 – 8 unbundled conditioned loops is 15 business days. For 9 or more conditioned loops the standard interval is ICB. SGAT, Ex. C; TR 81, Workshop 5, Vol. I (March 5, 2001).

Section 19.1 makes it clear that construction charges do not apply where Qwest is required to modify existing facilities necessary to accommodate interconnection or access network elements as specifically provided for in other parts of the SGAT. This language is consistent with the definition of an unbundled loop. Since line conditioning is included as a feature, function and capability of the loop, by the terms of Section 19, construction charges cannot apply. Qwest's changes would require that every loop requiring line conditioning go through the construction process. This is a significant change to the process.

In an announcement to CLECs dated April 30, 2003, Qwest simply deleted conditioning from the definition of incremental facility work from its Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) \_ V3.0 document. Document No. PROS.04.30.03.F.01071. CRUNEC\_V4.0. *See Exhibit A.* No additional charges or processes were imposed on conditioning of unbundled loops in this release. The significance of the change in V4.0 was not readily apparent because no charges or additional language was added.

Qwest now attempts to alter the current process and add new charges for obtaining conditioned loops by requiring CLECs to submit a Quote Preparation Fee for Simple Fee Rearrangements (QPFS) for the removal of bridge taps and load coils. Document No. PROD.07.11.03.F.03468. UNECRUNEC\_V5.0. *See Exhibit B.*<sup>3</sup> In addition to a QPFS contract, the CLEC must submit full payment of the fee. This simply starts the process to receive a CRUNEC quote. After accepting the CRUNEC quote, the CLEC must resubmit the LSR.<sup>4</sup> Only after the entire CRUNEC process is followed will the line conditioning be done.

The proposed process conflicts with the existing SGAT in a number of respects. First, the SGAT includes conditioning within the definition of unbundled loop and the scope of incremental facility work. Second, Exhibit A of the SGAT has Commission-approved rates for conditioning that covers Qwest's cost, and it does not include or authorize a QPFS or construction charges for conditioning. Third, the SGAT has a 15 business day standard interval for loops requiring conditioning. Fourth, the SGAT

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<sup>3</sup> CMP comments are due July 25, 2003. A copy of AT&T's comments are attached hereto as Exhibit C.

<sup>4</sup> It now becomes very clear why Qwest earlier deleted conditioning from the definition of incremental facility work. Under the description of CRUNEC, it is made clear that CRUNEC is not required for incremental facility work. In V5.0, Qwest adds additional language in the pricing section under "rate structure" that explicitly states the QPFS will apply to conditioning.

permits a CLEC to submit an LSR and pre-approve conditioning on the LSR. Fifth, the SGAT limits construction charges to the building of facilities not covered by other terms of the SGAT. It is obvious that Qwest is attempting to change substantive provisions of the SGAT, add additional charges and obtain approval of the charges through the CMP process.

The announcement also does not conform to the CMP Document. The announcement was issued as a Level 3 change. A Level 3 change is one that has a moderate effect on CLEC operating procedures. CMP Document, § 5.4.4. However, the change will significantly and severely impact CLEC operations. Not only is the proposed process more intensive, the additional time imposed by the process will make it very difficult for the CLECs to compete with Qwest.

The change is more appropriately classified as a Level 4 change. Section 5.4.5 of the CMP Document states that a Level 4 change is one that, for example, increases an interval in the Qwest standard interval guide, adds a new manual process, or limits the availability or functionality of an existing product or existing feature. It is obvious Qwest seeks to increase the standard interval of 15 business days, seeks to add a manual process for conditioning which can currently be requested on the LSR and attempts to change the functionality of unbundled loops by indirectly deleting conditioning from the definition of an unbundled loop. There is no question the change in the announcement qualifies as a Level 4 change.

Staff should be extremely concerned that Qwest is not following the CMP. In Staff's Report on Qwest's CMP, Staff concluded that Qwest met the FCC's requirements for a change management process, with one exception – "it is simply not possible to

verify that Qwest has established pattern of compliance and has adhered to this pattern of compliance over time.”<sup>5</sup>

Qwest is attempting to add new rates through the CMP. Apart from the fact the imposition of new non-cost-based rates violates Section 252, it was agreed during re-design meetings that CMP would not be used to add new rates or alter existing rates. More problematic for the CLECs, they will have to pay the rates until the rates can be reviewed by the Commission. The Commission may ultimately and rightfully conclude that the existing rates cover all of Qwest’s costs and require Qwest to reimburse the CLECs for all fees. Reimbursement is an inadequate remedy because CLECs are denied the opportunity to use the money for actual facility investments.

It is obvious from Eschelon’s comments that Qwest has imposed the new process unilaterally on CLECs, although the CMP Document states that if there is a “conflict between the changes implemented through the CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement.” CMP Document, § 1.0. Qwest, therefore, has violated the CMP in this respect as well.<sup>6</sup>

Since Qwest can adopt the new processes through the CMP over CLEC objections, it is imperative that Qwest not be allowed to enforce the new provisions without amendments to existing interconnection agreements and the SGAT on file with the Commission. The new processes may not, quite frankly, be in the public interest

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<sup>5</sup> Staff’s Supplemental Report on Qwest’s Compliance with Checklist Item: No. 2 – Access to Unbundled Network Elements (UNEs) Change Management Process and Stand-Alone Test Environment, ¶ 82 (May 7, 2002).

<sup>6</sup> This provision is very important because even if Qwest complies with the CMP Document and follows Level 4 change procedures, it may still adopt the new processes over CLEC objections.

because of the harmful effects to the CLECs. The Commission is the last line of defense against Qwest's insistence on implementing these types of changes.

It appears that Qwest's motive is to make the availability of loops to CLECs more difficult in order to force the CLECs to order more expensive private line facilities.<sup>7</sup> Eschelon stated that Qwest gave Eschelon 3 options: cancel the loop order, order a private line or use the CRUNEC process. Eschelon Comments at 9. Canceling the order obviously favors Qwest because it retains the customer. Having to purchase a private line favors Qwest because it receives higher rates by denying the CLEC access to UNEs at cost-based rates. Finally, the CRUNEC process forces unreasonable delay on the CLECs that may ultimately lead to *customers* canceling their orders. In all cases it is a win-win situation for Qwest.

After going through the Section 271 workshop process and OSS testing, the SGAT review, CMP redesign, the Section 252(e) proceeding and the Show Cause proceeding, AT&T cannot understand why Qwest would even attempt to make the changes it has proposed through the CMP process. It can only conclude that there are still employees within Qwest that seek to inhibit competition, raise CLECs' costs after rates have been established by the Commission and generally frustrate the CLECs' ability to do business. The important thing now is to require Qwest to follow the CMP and prohibit Qwest from imposing any processes adopted through CMP on CLECs without going through the contract amendment process. In addition, Staff should advise Qwest that Qwest cannot unilaterally change the terms of the SGAT on file with the

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<sup>7</sup> Qwest refused to provide high-capacity loops until the *UNE Remand Order* came out. In the *UNE Remand Order* the FCC upheld and expanded its earlier definition of unbundled loop and rejected Qwest's position that high-capacity loops not be included in the definition of unbundled loops. *UNE Remand Order*, ¶¶ 176-177.



Commission. Staff must also review Qwest's compliance with the CMP generally and Section 271.

**B. AIN Features**

In response to Staff's recommendation, Qwest makes an offer to provide select AIN features for a set period of time. Staff Report, ¶¶ 40-41. Qwest's Comments at 4-5. Qwest's offer is to make certain AIN features available from the date Section 271 relief is granted in Arizona through December 31, 2005.

AT&T's major objection is the AIN features are not made available immediately. The Staff has found that it is discriminatory for Qwest to provide the features to Eschelon but not to other CLECs. If Staff is correct, then the remedy should be immediate. The FCC has made it clear that promises of future performance are inadequate. Qwest must be in compliance with Section 271 at the time it files its application, not when it obtains relief.<sup>8</sup>

**C. Interval to Restore DSL Service Disconnected in Error**

AT&T agrees with Staff's recommendation that the DSL repair out of service commitment interval should be used when Qwest disconnects a DSL service in error. Staff Report, ¶ 72. Simple logic and fairness dictate the conclusion reached, and the recommendation proposed, by Staff. Although Qwest disagrees, it provides no reasons to change Staff's position. AT&T sees no reasons for Staff to change its conclusions and recommendations.

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<sup>8</sup> *Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services in Michigan*, CC Docket No. 97-137, Memorandum Opinion and Order, FCC 97-298 (rel. Aug. 19, 1997), ¶¶ 49 & 55.

#### **D. Maintenance and Repair – Untimeliness of Bills**

Although AT&T does not take exception to Staff's recommendation, Staff Report, ¶ 92, Eschelon raised serious concerns regarding how Qwest applies its policy of not billing for maintenance charges over 45 days old. Eschelon Comments at 18-20. Nor does Qwest's comments resolve the ambiguity. Qwest Comments at 16.

Qwest Comments suggest it has a 60-day backbilling policy, not a 45-day policy. Qwest's Comments appear to confirm Eschelon's understanding that Qwest counts 45 days from the date it processes the paperwork, not from the date of the repair activity. Since any number of days may pass from the date of the activity to the date of the processing of the paperwork, Qwest's policy is meaningless and does not solve the CLECs' problem with respect to untimely billing of maintenance charges. The period for cutting off billing for maintenance and repairs must run from the date of the activity. If it runs from the date of the paperwork, there must be a definite time between the date of the activity and the processing of the activity.

### **III. CONCLUSION**

The claims made by Eschelon regarding line conditioning are serious. It raises questions about Qwest's conduct. It is extremely suspicious that Qwest would delete one word from the incremental facility work definition and then several months later seek to institute a new fee and a new process that can only come about if the word "conditioning" had been eliminated from the definition of incremental facility work. The way Qwest has handled the entire matter simply reeks. It also makes it more difficult for Qwest and CLECs to build mutually beneficial business relationships.

Respectfully submitted this 24<sup>th</sup> day of July 2003.

By: 

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April 30, 2003

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TO: Mitchell Menezes

<b>Announcement Date:</b>	<b>April 30, 2003</b>
<b>Proposed Effective Date:</b>	<b>June 16, 2003</b>
<b>Document Number:</b>	<b>PROS.04.30.03.F.01071.CRUNEC</b>
<b>Notification Category:</b>	<b>Process Notification</b>
<b>Target Audience:</b>	<b>CLEC, Resellers</b>
<b>Subject:</b>	<b>CMP - Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0</b>
<b>Level of Change:</b>	<b>Level 3</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

**Summary of Change:**

On April 30, 2003, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V4.0. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

Qwest is modifying/changing the existing manual process by removing conditioning as a limiting factor of the CRUNEC process as it relates to DS1 Capable Loops when facilities are not available.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: <http://www.qwest.com/wholesale/clecs/crunec.html>.

**Comment Cycle:**

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>. Fill in all required fields and be sure to reference the Notification Number listed above.

**Timeline:**

Planned Updates Posted to Document Review Site	Available April 30, 2003
CLEC Comment Cycle on Documentation Begins	Beginning May 1, 2003
CLEC Comment Cycle Ends	5:00 PM, MT May 15, 2003
Qwest Response to CLEC Comments (if applicable)	Available May 30, 2003 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	June 16, 2003

If you have any questions on this subject, please submit comments through the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the ?Subscribe/Unsubscribe? web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Qwest Sales Representative  
Doug Slominski

# **Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) – V3.0V4.0**

*History Log* (Link blue text to: [Attach New Download CRUNEC\\_History\\_Log.doc](#))

## **Description**

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs): Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., ~~Conditioning,~~ place Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL) (Link blue text to: <http://www.qwest.com/wholesale/pcat/eel.html>)
- Loop MUX Combination (LMC) (Link blue text to: <http://www.qwest.com/wholesale/pcat/lmc.html>)
- Sub-Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/subloop.html>)
- Unbundled Dark Fiber (UDF) (Link blue text to: <http://www.qwest.com/wholesale/pcat/darkfiber.html>)
- Unbundled Dedicated Interoffice Transport (UDIT) (Link blue text to: <http://www.qwest.com/wholesale/pcat/udit.html>)
- Unbundled Local Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/unloop.html>)
- Unbundled Network Elements-Platform (UNE-P) (link blue text to: <http://www.qwest.com/wholesale/pcat/une-p.html>)

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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## **Availability**

CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional restrictions. (Link blue text to: <http://www.qwest.com/wholesale/pcat/territory.html>)

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## Terms and Conditions

- To obtain additional facilities, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in Regulatory Commissions and Telecommunications Associations (Link blue text to: <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in the state specific Tariffs/Catalogs/Price Lists (Link blue text to: <http://tariffs.qwest.com:8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

## Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the Technical Publications section of the product specific PCAT.

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## Pricing

### Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- Quote Preparation Fee (QPF)
- CRUNEC Quote

The QPF is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF will be applied to the cost of construction if you accept the quoted CRUNEC price.

Qwest retains the QPF if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF, with a brief description of the work completed. Contact your Qwest Service Manager to cancel the construction. (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

## Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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## Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists. (Link blue text to: <http://tariffs.qwest.com:8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state Statement of Generally Acceptable Terms and Conditions (SGAT) (Link blue text to: <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

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## Implementation

### Prerequisites

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the Negotiations Template Agreement. (Link blue text to: <http://www.qwest.com/wholesale/clecs/negotiations.html>)



## Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, **ADD UNE-P**, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services. This includes checking for:

- Spare or partially connected facilities
- Disconnect orders
- LSTs
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest Service Manager for options. (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. The first step includes the Quote Preparation Fee (QPF) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

- Contact your Qwest Service Manager to have a QPF contract sent to you. When requesting the QPF contract you will need to provide the following information to your Qwest Service Manager:
  - CLEC name
  - Contact name
  - Contact telephone number
  - Billing address
  - Fax number
  - Contact email address
- A QPF contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF contract includes terms and conditions, the QPF and a Billing Account Number (BAN). To accept the QPF contract, return the signed QPF contract and full QPF payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:
  - Type and quantity of UNE(s)
  - Address of requested UNE(s), city, county, state.
  - Common Language Location Identification (CLLI™) code of Serving CO
  - CLLI code of End CO
  - Brief description of UNE(s) requested

If you do not remit the full QPF payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF contract and full QPF payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

- After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.
- When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

- In the MANUAL IND field Include a 'Y'
- In REMARKS include the BAN found on your CRUNEC contract

Failure to provide the above information limits Qwest's ability to associate your requested UNE with the constructed facility.

The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC:

<b>CRUNEC Activities</b>	<b>Responsible Party</b>	<b>Timeframes</b>	<b>Required Deliverable</b>
<b>QPF Contract Request</b>	CLEC and Qwest Service Manager	Not applicable	<ul style="list-style-type: none"> <li>• Name of CLEC</li> <li>• Contact name</li> <li>• Contact telephone number, Fax number, and email address</li> <li>• Billing address</li> </ul>
<b>Delivery of the QPF Contract</b>	Qwest BART	Not applicable	<ul style="list-style-type: none"> <li>• QPF Contract</li> </ul>
<b>QPF Contract Acceptance</b>	CLEC	30 business days *	<ul style="list-style-type: none"> <li>• Signed QPF contract</li> <li>• Full QPF payment</li> <li>• Type and quantity of UNE(s)</li> <li>• Address of requested UNE(s), city, county, state.</li> <li>• CLLI code of Serving CO</li> <li>• CLLI code of End CO</li> <li>• Brief description of UNE(s) requested</li> </ul>
<b>Delivery of CRUNEC Quote</b>	Qwest	20 business days after QPF Contract Acceptance.	<ul style="list-style-type: none"> <li>• CRUNEC quote</li> </ul>
<b>CRUNEC Quote Acceptance</b>	CLEC	Interval as defined in your Interconnection	<ul style="list-style-type: none"> <li>• Notification to Qwest Service Manager</li> </ul>

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
		Agreement. If not defined, the interval is 90 business days *	
<b>CRUNEC Contract Acceptance</b>	CLEC	30 business days *	<ul style="list-style-type: none"> <li>Signed CRUNEC contract</li> <li>Full CRUNEC quote payment.</li> </ul>
<b>Resubmit the service request</b>	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	<ul style="list-style-type: none"> <li>Resubmit the LSR or ASR</li> <li>in the MANUAL IND field Include a 'Y'</li> <li>In REMARKS include the (BAN) found on your CRUNEC contract</li> </ul>
<b>Estimated Ready for Service Date</b>	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	<ul style="list-style-type: none"> <li>Estimated Ready for Service Date</li> </ul>
<b>Construction</b>	Qwest	ICB	<ul style="list-style-type: none"> <li>Completed Construction</li> </ul>

\* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

For information about delayed service request handling information can be found in the Ordering Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/ordering.html>)

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## Provisioning and Installation

General provisioning and installation activities are described in the Provisioning and Installation Overview. (Link blue text to: <http://www.qwest.com/wholesale/clecs/provisioning.html>)

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## Billing

Billing and Receivable Tracking (BART) billing is described in Billing Information - Billing and Receivable Tracking (BART). (Link blue text to: <http://qwest.com/wholesale/clecs/bart.html>)

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## Training

### Qwest 101: "Doing Business with Qwest"

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services,

Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here to learn more about this course and to register. (Link blue text to: [http://www.qwest.com/wholesale/training/ilt\\_desc\\_qwest\\_101.html](http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html))

View additional Qwest courses by clicking on Course Catalog. (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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## Contacts

Qwest contact information is available in the Wholesale Customer Contacts. (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

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## Frequently Asked Questions (FAQs)

**1. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?**

No. Estimated pricing will not be available prior to the assessment and payment of the QPF.

**2. What happens if a CLEC cancels CRUNEC in the middle of construction being performed?**

You are responsible for the already incurred EF&I cost for the work completed. Should you chose to discontinue the CRUNEC work, Qwest will refund your payment, excluding expenditures already incurred for the EF&I of the requested service and the QPF, with a brief description of the work completed.

**3. Are previous Dark Fiber Initial Record Inquiry (IRI) fees refunded if a CLEC goes through CRUNEC for additional facility placing?**

No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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**Last Update: ~~January 31, 2003~~ June 16, 2003**

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META Tags: Special Construction; Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,



July 11, 2003

Doug Denney  
AT&T  
1875 Lawrence Street - Suite 10-72  
Denver, CO 80202-  
ddenney@ems.att.com

TO: Doug Denney

<b>Announcement Date:</b>	<b>July 11, 2003</b>
<b>Proposed Effective Date:</b>	<b>August 25, 2003</b>
<b>Document Number:</b>	<b>PROD.07.11.03.F.03468.UNECCRUNEC_V5.0</b>
<b>Notification Category:</b>	<b>Product Notification</b>
<b>Target Audience:</b>	<b>CLECs, Resellers</b>
<b>Subject:</b>	<b>CMP - Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V5.0</b>
<b>Level of Change:</b>	<b>Level 3</b>
<b>Associated CR Number or System Release Number:</b>	<b>Not Applicable</b>

**Summary of Change:**

On July 11, 2003, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) V5.0. These will be posted to the Qwest Wholesale Document Review Site located at <http://www.qwest.com/wholesale/cmp/review.html>.

The update is associated with a modification to an existing manual process. In the Pricing section, a special fee for quote preparation of a simple facility rearrangement to provide an Unbundled Loop facility has been included. An explanation has been included as to what is considered a simple facility rearrangement. The Ordering section has been updated to identify the modification to the existing process.

Current operational documentation for this product or business procedure is found on the

Qwest Wholesale Web Site at this URL:  
<http://www.qwest.com/wholesale/clecs/crunec.html>.

### Comment Cycle:

CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at <http://www.qwest.com/wholesale/cmp/review.html>.

Fill in all required fields and be sure to reference the Notification Number listed above.

### Timeline:

Planned Updates Posted to Document Review Site	Available July 11, 2003
CLEC Comment Cycle on Documentation Begins	Beginning July 12, 2003
CLEC Comment Cycle Ends	5:00 PM, MT July 26, 2003
Qwest Response to CLEC Comments (if applicable)	Available August 10, 2003 <a href="http://www.qwest.com/wholesale/cmp/review_archive.html">http://www.qwest.com/wholesale/cmp/review_archive.html</a>
Proposed Effective Date	August 25, 2003

If you have any questions on this subject, please submit comments though the following link:  
<http://www.qwest.com/wholesale/cmp/comment.html>.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on

Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Tim Bessey

Doug Slominski

# Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) – V4.0V5.0

History Log ([Link italicized text to: Attach Download CRUNEC History Log.doc](#))

## Description

Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) provides a method where you may request Qwest to construct new facilities for utilizing Qwest's Unbundled Network Element (UNE) facilities. CRUNEC is not required for requests that can be resolved through facility work or assignments, such as:

- Line and Station Transfers (LSTs): Moving a end-user's line to a spare facility and reusing the pair made spare to provision a service request. An LST is not used in a "reverse cut" fashion; Qwest does not swap two working end-user lines to provision a service request.
- Cable Throws (also known as Section Throws or Plant Rearrangements): Moving existing end-users from their existing facilities to another set of facilities in order to free up the original facility for use in the provision of a Company Initiated Activity (CIA) (e.g., to place Digital Loop Carriers or modernize a terminal).
- Incremental Facility Work: Completing facilities to an end-user's premises (e.g., Place a drop, add a Network Interface Device (NID), Central Office (CO) tie pairs, field cross connect jumpers, or card in existing Subscriber Loop Carrier systems at the CO and Remote Terminal).
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

Qwest's CRUNEC applies to the following Wholesale products and services:

- Enhanced Extended Loop (EEL) (Link blue text to: <http://www.qwest.com/wholesale/pcat/eel.html>)
- Loop MUX Combination (LMC) (Link blue text to: <http://www.qwest.com/wholesale/pcat/lmc.html>)
- Sub-Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/subloop.html>)
- Unbundled Dark Fiber (UDF) (Link blue text to: <http://www.qwest.com/wholesale/pcat/darkfiber.html>)
- Unbundled Dedicated Interoffice Transport (UDIT) (Link blue text to: <http://www.qwest.com/wholesale/pcat/udit.html>)
- Unbundled Local Loop (Link blue text to: <http://www.qwest.com/wholesale/pcat/unloop.html>)
- Unbundled Network Elements-Platform (UNE-P) (link blue text to: <http://www.qwest.com/wholesale/pcat/unep.html>)

For specific information regarding the above products and services refer to the individual Product Catalog (PCAT).

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## Availability

CRUNEC is available throughout Qwest's 14-state local service territory within Qwest's exchange boundaries limited by various stipulations including, but not limited to governmental or jurisdictional restrictions. (Link blue text to: <http://www.qwest.com/wholesale/pcat/territory.html>)

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## Terms and Conditions

- To obtain additional facilities ~~initiate facility construction work~~, you must submit a CRUNEC request. Such requests will be evaluated on an Individual Case Basis (ICB). You will be responsible for any construction charges that a Qwest retail end-user would be responsible for paying.

State specific Terms and Conditions may apply refer to state specific Regulatory Agencies identified in Regulatory Commissions and Telecommunications Associations (Link blue text to: <http://www.qwest.com/wholesale/clecs/rcta.html>) for information.

When you order the same or substantially similar service available to Qwest retail end-users, Qwest will not charge for CRUNEC where such charges are not provided in the state specific Tariffs/Catalogs/Price Lists (Link blue text to: <http://tariffs.qwest.com:8000/>) or where such charges would not be applied to a Qwest retail end-user.

Qwest bills for CRUNEC only when facilities, which would not otherwise be constructed by Qwest, are being constructed solely upon your request, or when you request construction involving a timeline that is shorter than defined by Qwest.

If at any time during the CRUNEC process you miss the critical timeframes, you must restart the process by submitting a new service request for the UNE being ordered.

## Technical Publications

Technical characteristics for the product supported by the UNE for which you are requesting CRUNEC are described in the Technical Publications section of the product specific PCAT.

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## Pricing

### Rate Structure

Nonrecurring charges are comprised of the following rate elements:

- ☐ Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS)
- CRUNEC Quote

The QPF/QPFS is a nonrecurring charge assessed prior to preparing the CRUNEC quote. A credit for the QPF/QPFS will be applied to the cost of construction if you accept the quoted CRUNEC price.

The QPFS will be required when a facility can be provided by simple means. A simple facility rearrangement consists of a combination of one or more of the following:

- Redirecting pairs to the requested address that can be used to provide the requested facility. Placement of an additional apparatus case for services needing repeaters will not be included as a simple facility rearrangement.
- Removing fewer than four load coils
- Removing bridged tap as required for requested facility
- Placing a repeater card in existing apparatus case
- Changing slots for an existing repeater card in an existing apparatus case

Qwest retains the QPF/QPFS if you choose not to proceed with the construction. At any point after remitting the payment for the CRUNEC Quote, you decide to discontinue the construction, Qwest will refund your payment, excluding expenditures already incurred for the Engineered, Furnished and Installed (EF&I) of the requested UNE and the QPF/QPFS, with a brief description of the work completed. Contact your Qwest Service Manager to cancel the construction. (link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

The CRUNEC quote amount to be billed will be determined using the same financial analysis criteria Qwest uses to assess whether to build for itself. This includes the cost to recover for EF&I and is determined by a process parallel with that used to price the equivalent Qwest retail construction. EF&I is defined as:

- Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
- Furnished material cost
- Installation labor costs to complete the work order

Qwest uses current EF&I cost including, but not limited to material and supplies, engineering, supervision and labor, overhead expenses for construction operations, cost incurred due to unusual conditions, and property owner and governmental requirements (e.g., Rights-of-Way, moratoriums, environmental studies).

## Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement.

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## Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists. (Link blue text to: <http://tariffs.qwest.com:8000/>)

When facilities are not available, Qwest will build facilities dedicated to an end-user if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. In other situations, Qwest does not agree that it is obligated to build UNEs, but will consider requests to build UNEs pursuant to Section 9.19 (or Section 9.20 as may apply) of the appropriate state Statement of Generally Acceptable Terms and Conditions (SGAT) (Link blue text to: <http://www.qwest.com/about/policy/sgats>) with exceptions that may apply where Commission Orders or State Requirements exist. The CRUNEC process is how Qwest implements the requirements outlined in Section 9.19 (or Section 9.20). Nothing in this PCAT shall be construed as modifying Qwest obligations under the SGAT.

Network elements will not be built if it is determined that the requested element will jeopardize the reliability of Qwest's existing network, endanger Qwest's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. All quotes will be based on Qwest's approved facilities, materials and vendors.

If Qwest constructs a network element that satisfies the Federal Communications Commission (FCC) description of a UNE, a facility or equipment used in the provision of telecommunications service, that network element shall be deemed a UNE. Once the facility is constructed, Qwest retains ownership and responsibility for administration and maintenance of the facility.

## Implementation

### Prerequisites

To request CRUNEC, your Interconnection Agreement must contain the appropriate construction language or you must amend your Interconnection Agreement prior to placing a request for CRUNEC. Information regarding amending your Interconnection Agreement, information is located in the Negotiations Template Agreement. (Link blue text to: <http://www.qwest.com/wholesale/clecs/negotiations.html>)

### Ordering

When you submit a service request for EEL, LMC, Sub-Loop, Unbundled Local Loop, UNE-P, UDF or UDIT products or services, the process used to determine if facilities are available is equivalent to the process used to determine if assignable facilities exist for Qwest retail services. This includes checking for:

- Spare or partially connected facilities
- Disconnect orders
- LSTs
- Outside Plant construction jobs in progress or Engineering Work Orders in progress.

If facilities are not available, your service request will be returned to you with a message indicating facilities are not available and to contact your Qwest Service Manager for options. (Link blue text to: <http://www.qwest.com/wholesale/clecs/accountmanagers.html>)

If you choose to initiate CRUNEC, you will need to complete a two-step process then resubmit your service request. Prior to the completion the QPF/QPFS contract, Qwest will review your request and provide a determination of whether the QPF or the QPFS fee applies. The first step includes the Quote Preparation Fee (QPF)/Quote Preparation Fee for Simple Facility Rearrangements (QPFS) contract and the second step includes the CRUNEC contract.

The first step requires you to complete the following:

- Contact your Qwest Service Manager to have a QPF/QPFS contract sent to you. When requesting the QPF/QPFS contract you will need to provide the following information to your Qwest Service Manager:
  - CLEC name
  - Contact name
  - Contact telephone number
  - Billing address
  - Fax number
  - Contact email address
- A QPF/QPFS contract will be generated by the Qwest Billing and Receivable Tracking (BART) system and sent to you. The QPF/QPFS contract includes terms and conditions, the QPF/QPFS and a Billing Account Number (BAN). To accept the QPF/QPFS contract, return the signed QPF/QPFS contract and full QPF/QPFS payment, within 30 business days. In addition, contact your Qwest Service Manager and provide the following information:
  - Type and quantity of UNE(s)
  - Address of requested UNE(s), city, county, state.
  - Common Language Location Identification (CLLI™) code of Serving CO

- CLLI code of End CO
- Brief description of UNE(s) requested

If you do not remit the full QPF/QPFS payment along with the original signed contract, a CRUNEC quote will not be provided.

Within 20 business days of receiving your signed QPF/QPFS contract and full QPF/QPFS payment, the CRUNEC quote will be emailed to you and your Qwest Service Manager. The CRUNEC quote contains a breakdown of labor and material costs along with a brief description of work (e.g., place card in apparatus case in a manhole, place 2,500 feet of cable).

The second step requires you to complete the following:

- After reviewing the CRUNEC quote, if you choose to accept the quote, you must contact your Qwest Service Manager within the timeframe as defined in your Interconnection Agreement and request a CRUNEC contract to be sent to you. If you do not have a timeframe defined in your Interconnection Agreement you have 90 business days from the day the CRUNEC quote was emailed to you to respond or the CRUNEC quote is invalid. To restart the process, submit a new service request for the UNE being ordered.
- When you receive the CRUNEC contract you have 30 business days to return the signed CRUNEC contract and the full payment identified in the CRUNEC quote or the CRUNEC contract is cancelled. An estimated Ready for Service Date will be provided within five business days after Qwest's Engineering is notified the signed CRUNEC contract and full CRUNEC payment was received. Contact your Qwest Service Manager if you have questions and be prepared to provide your BAN number found on the CRUNEC contract.

When you accept the CRUNEC quote, you must resubmit your service request and associate it with the CRUNEC by completing the following fields on the Local Service Request (LSR) or Access Service Request (ASR) form:

- In the MANUAL IND field Include a 'Y'
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The following table provides additional assistance in determining the activities, timeframes and deliverables required for CRUNEC:

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
<b>QPF/QPFS Contract Request</b>	CLEC and Qwest Service Manager	Not applicable	<ul style="list-style-type: none"> <li>• Name of CLEC</li> <li>• Contact name</li> <li>• Contact telephone number, Fax number, and email address</li> <li>• Billing address</li> </ul>
<b>Delivery of the QPF/QPFS Contract</b>	Qwest BART	Not applicable	<ul style="list-style-type: none"> <li>• QPF/QPFS Contract</li> </ul>
<b>QPF/QPFS</b>	CLEC	30 business days	<ul style="list-style-type: none"> <li>• Signed QPF/QPFS</li> </ul>

CRUNEC Activities	Responsible Party	Timeframes	Required Deliverable
<b>Contract Acceptance</b>		*	<ul style="list-style-type: none"> <li>contract</li> <li>• Full QPF/QPFS payment</li> <li>• Type and quantity of UNE(s)</li> <li>• Address of requested UNE(s), city, county, state.</li> <li>• CLLI code of Serving CO</li> <li>• CLLI code of End CO</li> <li>• Brief description of UNE(s) requested</li> </ul>
<b>Delivery of CRUNEC Quote</b>	Qwest	20 business days after QPF/QPFS Contract Acceptance.	<ul style="list-style-type: none"> <li>• CRUNEC quote</li> </ul>
<b>CRUNEC Quote Acceptance</b>	CLEC	Interval as defined in your Interconnection Agreement. If not defined, the interval is 90 business days *	<ul style="list-style-type: none"> <li>• Notification to Qwest Service Manager</li> </ul>
<b>CRUNEC Contract Acceptance</b>	CLEC	30 business days *	<ul style="list-style-type: none"> <li>• Signed CRUNEC contract</li> <li>• Full CRUNEC quote payment.</li> </ul>
<b>Resubmit the service request</b>	CLEC	Recommended to resubmit the service request at the same time you return the signed CRUNEC contract and full CRUNEC quote payment.	<ul style="list-style-type: none"> <li>• Resubmit the LSR or ASR</li> <li>• in the MANUAL IND field Include a 'Y'</li> <li>• In REMARKS include the (BAN) found on your CRUNEC contract</li> </ul>
<b>Estimated Ready for Service Date</b>	Qwest Service Manager	5 business days after Qwest Engineering is notified signed CRUNEC contract and full CRUNEC payment was received.	<ul style="list-style-type: none"> <li>• Estimated Ready for Service Date</li> </ul>
<b>Construction</b>	Qwest	ICB	<ul style="list-style-type: none"> <li>• Completed Construction</li> </ul>

\* If you do not provide the deliverables identified in the table above in the specified timeframe you must restart the process by submitting a new service request for the UNE being ordered.

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View additional Qwest courses by clicking on Course Catalog. (Link blue text to: <http://www.qwest.com/wholesale/training/coursecatalog.html>)

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## Contacts

Qwest contact information is available in the Wholesale Customer Contacts. (List blue text to: <http://www.qwest.com/wholesale/clecs/escalations.html>)

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### 1. Can an estimate of possible construction charges be obtained prior to submitting a CRUNEC request?

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No. You are requesting a separate process as a result of a previous fiber inquiry request field verification not finding facilities.

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**Last Update: ~~June 16, 2003~~ August 25, 2003**

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META Tags: Special Construction; Facilities Not Available, EEL, Enhanced Extended Loop, UDF, Unbundled Dark Fiber, UBL, Unbundled Local Loop, UDIT, Unbundled Dedicated Interoffice Transport, LMC, Loop MUX Combination, Sub-Loop, CRUNEC, EF&I, LST, Cable Throws, POLR, Fiber Based Facilities, Copper Based Facilities, UNE Construction, Incremental Facility Work, QPF, Construction Quote Preparation Fee, Quote Preparation Fee, CRUNEC process, CLEC Requested UNE Construction,

**AT&T Comments re: Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction (CRUNEC) –V5.0**

**Submitted 7/23/03**

On July 11, 2003, Qwest published notice PROD.07.11.03.F.03468.UNECRUNEC\_V5.0, ("Notice") requesting comments no later than July 26, 2003. It appears that the purpose of the Notice is to introduce a Quote Preparation Fee for Simple Facility Rearrangements (QPFS). Qwest defines a simple facility rearrangement as follows:

- Redirecting pairs to the requested address that can be used to provide the requested facility. Placement of an additional apparatus case for services needing repeaters will not be included as a simple facility rearrangement.
- Removing fewer than four load coils.
- Removing bridged tap as required for requested facility.
- Placing a repeater card in existing apparatus case.
- Changing slots for an existing repeater card in an existing apparatus case.

When a CLEC requests any of the above arrangements, Qwest intends to assess the CLEC a QPFS. Per the Notice, Qwest retains the QPFS if a CLEC decides not to proceed with the requested rearrangement.

There are at least three things wrong with what Qwest proposes: (i) the activities listed above are not properly considered construction and should not be included in the CRUNEC process in the first instance, (ii) the activities listed above deal with provisioning the loop and are addressed either in the loop rate or in separate charges, where Qwest sought to charge for such activities, and (iii) in moving the activities listed above to the CRUNEC process and adding a new QPFS, Qwest seeks to create a new rate elements and assess new charges that have not been reviewed by a state Commission, have not been proposed by Qwest in interconnection agreement negotiations and are not properly part of the CMP. Qwest provides



no justification for this new approach, but in other sections of the notice states that this process implements SGAT Section 9.19. AT&T disagrees with this assessment.

The activities listed above are not construction. Rather, each of the five activities listed above (defining a simple facility rearrangement) have already been assigned recurring or nonrecurring costs.<sup>1</sup> These charges were extensively litigated and ultimately approved by state commissions. Qwest's recharacterization of these activities as construction is an obvious attempt to avoid adherence to state Commission cost case decisions and place these activities into an area where Qwest expects greater latitude to charge CLECs much higher rates. Qwest violates the terms of CMP, existing ICAs, the SGAT, and the Telecommunications Act of 1996, by imposing new, non-cost based fees for these activities. Qwest's own SGAT states as follows:

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer Premises.

This language makes clear that Qwest will perform conditioning as part of the provisioning of service. Thus, the above activities should not be placed in the category of construction and should be handled as already addressed by cost cases.

The CMP is not the forum for Qwest to introduce new rate elements or modified pricing. Pricing is a matter of contract and a matter for state Commissions to address in the context of cost dockets. The parties to the CMP Redesign discussion made clear that the CMP is not a forum for Qwest pricing changes. In addition, a firm principle set out in the scope of the CMP Document makes clear that a CLEC's interconnection agreements prevail as against any conflicting

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<sup>1</sup> If Qwest performs these activities for itself on a routine basis, as it most likely does, the cost associated with these functions is included in recurring UNE rates via the factor process. In addition, there are established UNE NRCs which account for some of the activities.

activity that takes place in the CMP. CMP Document, Section 1.0, Introduction and Scope:

In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

Qwest has not demonstrated that it is permitted to do what it seeks with this notification in connection with AT&T's interconnection agreements. Until Qwest does so to AT&T's satisfaction, this Qwest notification will have no effect under the AT&T interconnection agreements.

Moreover, to AT&T's knowledge Qwest has never presented the substance of this notification to any state commission to determine whether Qwest may establish this new rate element, what the rate should be and to what activities it should apply. Clearly, in that forum CLEC's would have the opportunity to review all rate elements and associated rates, provide input as to whether rate elements are necessary and if so, ensure that cost-based rates are established. In a contract negotiation, where Qwest seeks to add such charges to a contract, a CLEC would seek to similarly review all charges. In the CMP, there is no such opportunity which is just one of the reasons pricing is not part of CMP.

Finally, introducing this change in the CMP is a violation of the CMP itself. First, because pricing is not properly part of CMP. Second, were it appropriate to submit this change in CMP, Qwest would be obligated to submit it as a Level 4 change requiring the submission of a CR by Qwest. The categories of change identified in Section 5.4.5 of the CMP Document include: (i) increase to an interval in Qwest's

Service Interval Guide (SIG) and (ii) new manual process. CLECs are currently able to submit an LSR using Qwest's OSS and Qwest provisions the loop using the applicable interval. This new process proposed by Qwest will require the submission of paperwork for a quote. That involves the addition of a manual process to a process that is currently handled through the Qwest OSS. In addition, by virtue of this additional manual process, the interval for the provisioning of loops will necessarily be extended.

For all of the reasons stated above, AT&T strenuously objects to Qwest's Notice and rejects the change Qwest desires to make.

**CERTIFICATE OF SERVICE**  
(Docket No. T-00000A-97-0238)

I certify that the original and 13 copies of AT&T's Reply to Comments on Staff's Report on July 30-31 Supplemental Workshop (Report Two) were sent by overnight delivery on July 24, 2003 to:

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